

Exhibit 3

DELPHI

Energy & Chassis Systems

Page 1 of 2

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Purchase Order

PO Number 450037637 Date Issued 12/04/2003
Version 12/04/2003 15:15:54

SPOT BUY**Deliver to:**

REFER TO CUSTOMER SCHEDULE AGREEMENT
FOR SHIP TO ADDRESS
N/A
N/A OH 45420
USA

Delivery date: 12/04/2003

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Vendor No: 1004346
DUNS No: 265916502

Payment Terms: ZMN2 Currency: USD
Payment settled on 2nd, 2nd Month
Incoterms: FOB Freight Collect

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	Requester
Description				
00010	22212839	15.000	HP01 DELPHI E & C	PASS BY SALES
	MR RTD CONTROLLER GMX295 Special Drop Ship to Lansing Grand River			
	Delivery Date	Scheduled Quantity	Price	Price Unit UOM
	12/04/2003	15.000	54,800.00	1,000 PC
	Net Line Item Value			USD 822.00
Total net value			USD	822.00

Notes:

This Contract replaces previous contract # .

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routine instructions please contact Menlo Worldwide Logistics at

Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2900 FORRER BLVD,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

Page 2 of 2

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number	Date Issued
450037637	12/04/2003
Version	
12/04/2003 15:15:54	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description		Requester	

Notes Continued:

800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website; www.delphi.com then Suppliers/Project Vega/Supplier Requirements. for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

If the Seller has not received a routing instruction letter from the Buyer's logistics department, please call the Delphi Logistics Help Desk at 1-800-436-6668. (If you are located outside the US you can call the following number: 1-810-743-9211.)

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

DELPHI

Energy & Chassis Systems

Page 1 of 2

Buyer:

Delphi Energy & Chassis Systems
 5820 Delphi Drive
 TROY MI 48098
 USA

Purchase Order

PO Number 450037637 Date Issued 12/04/2003
 Version
 12/22/2003 08:29:29

Deliver to:

REFER TO CUSTOMER SCHEDULE AGREEMENT
 FOR SHIP TO ADDRESS
 N/A
 N/A OH 45420
 USA

SPOT BUY

Delivery date: 12/04/2003

ALTERATION
TO REQUIREMENT CONTRACT

SIEMENS VDO AUTOMOTIVE
 Boîte postale BOITE POST
 31036 TOULOUSE CEDEX
 FRANCE

Vendor No: 1004346

DUNS No: 265916502

Payment Terms: ZMN Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No/Item/Identifier No.	Total Order Quantity	Plant	Requester
Description				
00010	22212839	38.000	HP01	DELPHI E & C PASS BY SALES
	MR RTD CONTROLLER GMX295 Special Drop Ship to Lansing Grand River ***THIS AMENDMENT CHANGES QTY***			
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM
12/04/2003	38.000	54,800.00	1,000	PC
Net Line Item Value				USD
				2,082.40
Total Net Value			USD	2,082.40

Notes:

This Contract replaces previous contract # --.

Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
 2000 FORRER BLVD,
 KETTERING OH 45420

DELPHI

Energy & Chassis Systems

Page 2 of 2

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number
450037637
Version
12/22/2003 08:29:29

Date Issued
12/04/2003

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	Plmnt	Requester

Notes Continued

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

If the Seller has not received a routing instruction letter from the Buyer's logistics department, please call the Delphi Logistics Help Desk at 1-800-436-6668. (If you are located outside the US you can call the following number: 1-810-743-9211.)

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

12/19/03 - Alteration to increase target quantity from 15 to 38. kam



Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

REFER TO CUSTOMER SCHEDULE AGREEMENT
FOR SHIP TO ADDRESS
N/A
N/A OH 45420
USA

SIEMENS VDO AUTOMOTIVE
Boîte postale BOÎTE POST
31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number 450037638 Date Issued 12/04/2003
Version 12/04/2003 15:19:01

SPOT BUY

Delivery date: 12/04/2003

Vendor No: 1004346
DUNS No: 265916502

Payment Terms: ZMN2 Currency: USD
Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant Requester
00010	22212835 MR RTD CONTROLLER GMX245 Special Drop Ship to Bowling Green	5.000	HP01 DELPHI E & C PASS BY SALES
Delivery Date Scheduled Quantity Price Price Unit UOM Value			
12/04/2003 5.000 50,650.00 1,000 PC 253.25			
Net Line Item Value 253.25			
Total net value USD 253.25			

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at

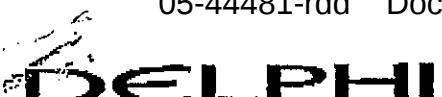
Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORER BLVD,
KETTERING OH 45420



SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number Date Issued
450037638 12/04/2003
Version
12/04/2003 15:19:01

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant Requester
Description			

Notes Continued:

800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Project Vega/Supplier Requirements, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any addition to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

If the Seller has not received a routing instruction letter from the Buyer's logistics department, please call the Delphi Logistics Help Desk at 1-800-436-6668. (If you are located outside the US you can call the following number: 1-810-743-9211.)

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

DELPHI

Energy & Chassis Systems

Page 2 of 2

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number
450037638
Version
12/22/2003 08:29:12

Date Issued
12/04/2003

Item No.	Material No/Item Identifier No	Total Order Quantity	Planned Date Requested

Notes Continued

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

If the Seller has not received a routing instruction letter from the Buyer's logistics department, please call the Delphi Logistics Help Desk at 1-800-436-6668. (If you are located outside the US you can call the following number: 1-810-743-9211.)

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

12/19/03 - Alteration to increase target quantity from 5 to 13. karn

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098
USA

Requirements Contract

PO Number 550050445 Date Issued 09-Jan-2004
Version
30-Dec-2005 13:01:08 EST

Deliver to:

Please deliver to:

See Delivery Schedule

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Vendor No: 1004346
DUNS No: 265916502

Payment Terms: 2 MN 2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Plant
	Description	
00010	22197737 BI-STATE RTD CONTROLLER GMT800	HP01 DELPHI E & C PASS BY SALES
	Valid From	Valid To
	01-Dec-2003	31-Jul-2005
	01-Aug-2005	31-Jul-2006
	01-Aug-2006	31-Jul-2007
	01-Aug-2007	31-Jul-2008
	01-Aug-2008	31-Jul-2009
	Currency	Price
	USD	56,540.00
	USD	53,740.00
	USD	43,210.00
	USD	41,690.00
	USD	40,250.00
	Price Unit	UOM
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020	22212835 MR RTD CONTROLLER GMX245 ***THIS AMENDMENT DELETES ITEM***	HP01 DELPHI E & C PASS BY SALES
Price increase (\$0.11) (retn. pkg.) eff. 06/14/04		
	Valid From	Valid To
	01-Dec-2003	13-Jun-2004
	14-Jun-2004	01-Sep-2004
	Currency	Price
	USD	50,650.00
	USD	50,760.00
	Price Unit	UOM
	1,000	PC
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00030	22212839 MR RTD CONTROLLER GMX295	HP01 DELPHI E & C PASS BY SALES
-------	--------------------------------------	---------------------------------

Purchasing Contact: Thomas, Melvin
Phone: 248-813-4361
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815



SIEMENS VDO AUTOMOTIVE
Bo'te postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Requirements Contract

PO Number 550050445 Date Issued 09-Jan-2004
Version 30-Dec-2005 13:01:08 EST

Item No. Material No.
Description

Plant

THIS AMENDMENT DELETES ITEM

Price increase (\$0.28) (retn, pkg.) eff. 06/14/04

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2003	13-Jun-2004	USD	54,800.00	1,000	PC
14-Jun-2004	01-Sep-2004	USD	55,080.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product."

DELPHI

Energy & Chassis Systems

Page 3 of 3

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Requirements Contract

PO Number
550050445

Date Issued
09-Jan-2004

Version

30-Dec-2005 13:01:08 EST

Item No.	Material No.	Plant
Description		

Notes: Continued:

Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECU's described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, 2000 LTC remain in effect.

07/02/04 - Alteration to change price and price validity on Material 22212835 (Item 20) and 22212839 (Item 30). dmp

09/01/04 - Alteration to delete Material 22212835 (Item 20) and 22212839 (Item 30). dmp

02/23/05 - Buyer code changed to Mel Thomas. jdb



Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version
30-Dec-2005 14:14:13 EST

Deliver to:

CROWN PACKAGING CORP
1885 WOODMAN CENTER DR
DAYTON OH 45420

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346

DUNS No: 197125875

Payment Terms: 223 Currency: USD

Due 2nd day of the third month

Incoterms: FOB - Freight Collected

Item No.	Material No.	Plant
----------	--------------	-------

00030	22208456 MR RTD CONTROLLER GMX222/272	H301 DELPHI E & C KETTERING
-------	--	-----------------------------

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	22212835 MR RTD CONTROLLER GMX245	H301 DELPHI E & C KETTERING
-------	--------------------------------------	-----------------------------

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,400.00	1,000	PC

Purchasing Contact: Thomas, Melvin
Phone: 248-813-4361
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 30-Dec-2005 14:14:13 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2006	31-Jul-2007	USD	40,080.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	38,480.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	36,930.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,290.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,690.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,140.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 30-Dec-2005 14:14:13 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	55,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	51,500.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	49,440.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	47,430.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	45,530.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

DELPHI

Energy & Chassis Systems

Page 4 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 30-Dec-2005 14:14:13 EST

Item No.	Material No.	Plant
Description		

Notes Continued

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

DELPHI

Energy & Chassis Systems

Page 5 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550056740 28-Jun-2004
Version
30-Dec-2005 14:14:13 EST

Item No.	Material No.	Plant
Description		

Notes/Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

DELPHI

Energy & Chassis Systems

Page 1 of 5

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 10-Mar-2006 02:56:16 EST

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346

DUNS No: 197125875

Payment Terms: 2/23 Currency: USD

Due 2nd day of the third month

Incoterms: FOB Freight Collect

Item No.	Material No.	Plant
Description		
00030	22208456 MR RTD CONTROLLER GMX222/272	H301 DELPHI E & C KETTERING

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	22212835 MR RTD CONTROLLER GMX245	H301 DELPHI E & C KETTERING
-------	--------------------------------------	-----------------------------

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,400.00	1,000	PC

Purchasing Contact: Thomas, Melvin
Phone: 810-257-0830
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 10-Mar-2006 02:56:16 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2006	31-Jul-2007	USD	40,080.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	38,480.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	36,930.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,290.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,690.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,140.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC

DELPHI

Energy & Chassis Systems

Page 3 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 10-Mar-2006 02:56:16 EST

Item No.	Material No.	Plant			
Description					
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	55,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	51,500.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	49,440.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	47,430.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	45,530.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265
THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295
THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 10-Mar-2006 02:56:16 EST

Item No.	Material No.	Plant
Description		

Notes/Continued

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a

DELPHI

Energy & Chassis Systems

Page 5 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550056740 28-Jun-2004
Version
10-Mar-2006 02:56:16 EST

Item No. Material No.
Description

Plant

Notes Continued:

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp



Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Mar-2006 01:07:04 EST

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Plant
	Description	
00030	22208456 MR RTD CONTROLLER GMX222/272 ***THIS AMENDMENT CHANGES ITEM***	H301 DELPHI E & C KETTERING
	Valid From	Valid To
	21-May-2005	13-Jun-2005
	14-Jun-2005	31-Dec-2005
	01-Jan-2006	30-Jun-2006
	01-Jul-2006	30-Jun-2007
	01-Jul-2007	30-Jun-2008
	01-Jul-2008	31-Dec-2009
	Currency	Price
	USD	54,290.00
	USD	59,630.00
	USD	57,750.00
	USD	55,960.00
	USD	53,950.00
	USD	52,000.00
	Price Unit	UOM
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22212835
MR RTD CONTROLLER GMX245

THIS AMENDMENT CHANGES ITEM
THIS AMENDMENT CHANGES PRICE
THIS AMENDMENT CHANGES VALIDITY

Purchasing Contact: Thomas, Melvin
Phone: 810-257-0830
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Mar-2006 01:07:04 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	09-Mar-2006	USD	48,400.00	1,000	PC
10-Mar-2006	30-Jun-2006	USD	48,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,020.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	47,060.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	45,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,290.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,690.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,140.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

THIS AMENDMENT CHANGES ITEM



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version
16-Mar-2006 01:07:04 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX215

THIS AMENDMENT CHANGES ITEM

THIS AMENDMENT CHANGES PRICE

THIS AMENDMENT CHANGES VALIDITY

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	16-Feb-2006	USD	55,510.00	1,000	PC
17-Feb-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMT265

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM

THIS AMENDMENT EXTENDS ITEM

THIS AMENDMENT CHANGES PRICE AND VALIDITY

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	09-Mar-2006	USD	54,570.00	1,000	PC
10-Mar-2006	30-Jun-2007	USD	52,890.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	52,360.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	51,310.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	49,770.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550056740 28-Jun-2004
Version
16-Mar-2006 01:07:04 EST

Item No.	Material No.	Plant
Description		

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements . If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a

DELPHI

Energy & Chassis Systems

Page 5 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number
550056740
Version
16-Mar-2006 01:07:04 EST

Date Issued
28-Jun-2004

Item No. **Material No.**
Description

Plant**Notes Continued:**

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/13/06 - Alteration to extend and change price and price validity of Requirements Contract on Material No 22235065 (Item 80). Alteration to change payment terms from Z23 (Due 2nd day of third month) to ZMN2 (Payment settled on the 2nd, 2nd month). Alteration to change price and price validity on Material Nos 22212835 (Item 10), 22228390 (Item 70). cap

DELPHI

Energy & Chassis Systems

Page 1 of 7

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
 DELPHI ENERGY & CHASSIS DIV
 5820 DELPHI DR
 TROY MI 48098

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
 Version 16-Jan-2007 15:44:51

SIEMENS VDO AUTOMOTIVE CORP
 2400 EXECUTIVE HILLS DR
 AUBURN HILLS MI 48326

Vendor No: 1004346
 DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterm: FOB Freight Collec

Item No.	Material No.	Plant
00030	22208456 MR RTD CONTROLLER GMX222/272	H301 DELPHI E & C KETTERING

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	22212835 MR RTD CONTROLLER GMX245	H301 DELPHI E & C KETTERING
-------	--------------------------------------	-----------------------------

Purchasing Contact: Thompson, Jane
 Phone: 937-455-9120
 Fax: 937-455-9133

Contact Address:
 DELPHI ENERGY & CHASSIS SYSTEMS
 2000 FERRER DRIVE,
 KETTERING OH 45420

DELPHI

Energy & Chassis Systems

Page 2 of 7

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Jan-2007 15:44:51

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	09-Mar-2006	USD	48,400.00	1,000	PC
10-Mar-2006	30-Jun-2006	USD	48,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,020.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	47,060.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	45,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	16-Jan-2007	USD	44,290.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,250.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Jan-2007 15:44:51

Item No.	Material No.	Plant
Description		

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	16-Jan-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	16-Feb-2006	USD	55,510.00	1,000	PC
17-Feb-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	09-Mar-2006	USD	54,570.00	1,000	PC
10-Mar-2006	30-Jun-2007	USD	52,890.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	52,360.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	51,310.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	49,770.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC

DELPHI

Energy & Chassis Systems

Page 4 of 7

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Jan-2007 15:44:51

Item No.	Material No.	Plant							
Description									
Valid From	Valid To	Currency	Price	Price Unit	UOM				
	01-Jul-2008	31-Dec-2009	USD 54,900.00	1,000	PC				
This Requirement Contract is for 100% unless otherwise specified.									
00130	22240521	H301 DELPHI E & C KETTERING							
MR RTD CONTROLLER GMX295									
*** THIS AMENDMENT ADDS ITEM ***									
Valid From	Valid To	Currency	Price	Price Unit	UOM				
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC				
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC				
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC				
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC				
This Requirement Contract is for 100% unless otherwise specified.									
00140	22241128	H301 DELPHI E & C KETTERING							
BI-STATE RTD CONTROLLER GMT900									
*** THIS AMENDMENT ADDS ITEM ***									
Valid From	Valid To	Currency	Price	Price Unit	UOM				
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC				
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC				
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC				
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC				
This Requirement Contract is for 100% unless otherwise specified.									
00110	22242107	H301 DELPHI E & C KETTERING							
MR RTD CONTROLLER GMT265									
*** THIS AMENDMENT ADDS ITEM ***									
Valid From	Valid To	Currency	Price	Price Unit	UOM				
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC				
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC				
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC				
This Requirement Contract is for 100% unless otherwise specified.									
00120	22242108	H301 DELPHI E & C KETTERING							
MR RTD CONTROLLER GMX222/272									
*** THIS AMENDMENT ADDS ITEM ***									
Valid From	Valid To	Currency	Price	Price Unit	UOM				
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC				
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC				
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC				
This Requirement Contract is for 100% unless otherwise specified.									
00150	22243436	H301 DELPHI E & C KETTERING							
MR RTD CONTROLLER GMX245									



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Jan-2007 15:44:51

Item No.	Material No.	Plant
Description		

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Jan-2007 15:44:51	

Item No.	Material No.	Plant
Description		

Notes Continued:

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

DELPHI

Energy & Chassis Systems

Page 7 of 7

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number
550056740
Version
16-Jan-2007 15:44:51

Date Issued
28-Jun-2004

Item No.	Material No.	Plant

Description

Notes Continued

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/13/06 - Alteration to extend and change price and price validity of Requirements Contract on Material No 22235065 (Item 80). Alteration to change payment terms from Z23 (Due 2nd day of third month) to ZMN2 (Payment settled on the 2nd, 2nd month). Alteration to change price and price validity on Material Nos 22212835 (Item 10), 22228390 (Item 70). cap

01/16/07 - Alteration to delete Material Nos. 22212839 (Item 20), 22228389 (Item 50), and add 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw



Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number Date Issued
550056740 28-Jun-2004
Version
12-Sep-2007 09:28:10

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD
Payment settled on 2nd, 2nd Month
Incoterms: FOB-Freight Collect

Item No.	Material No.	Plant
	Description	
00030	22208456 MR RTD CONTROLLER GMX222/272 ***THIS AMENDMENT RE-OPENS ITEM***	H301 DELPHI E & C KETTERING
Valid From	Valid To	Currency
21-May-2005	13-Jun-2005	USD
14-Jun-2005	31-Dec-2005	USD
01-Jan-2006	30-Jun-2006	USD
01-Jul-2006	30-Jun-2007	USD
01-Jul-2007	30-Jun-2008	USD
01-Jul-2008	31-Dec-2009	USD
		54,290.00
		59,630.00
		57,750.00
		55,960.00
		53,950.00
		52,000.00
		1,000
		1,000
		1,000
		1,000
		1,000
		1,000

This Requirement Contract is for 100% unless otherwise specified.

00010 22212835 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX245

Purchasing Contact: Thompson, Jane
Phone: 937-455-9120
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FERRER DRIVE,
KETTERING OH 45420



SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550056740 28-Jun-2004
Version
12-Sep-2007 09:28:10

Item No.	Material No.	Plant
Description		

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	09-Mar-2006	USD	48,400.00	1,000	PC
10-Mar-2006	30-Jun-2006	USD	48,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,020.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	47,060.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	45,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMT265

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING

BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX215

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	16-Feb-2006	USD	55,510.00	1,000	PC
17-Feb-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMT265



SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550056740 28-Jun-2004
Version
12-Sep-2007 09:28:10

Item No.	Material No.	Plant
Description		

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	09-Mar-2006	USD	54,570.00	1,000	PC
10-Mar-2006	30-Jun-2007	USD	52,890.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	52,360.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	51,310.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	49,770.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22240521 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 H301 DELPHI E & C KETTERING

BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number **550056740** Date Issued **28-Jun-2004**
Version **12-Sep-2007 09:28:10**

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22242107 **H301 DELPHI E & C KETTERING**
MR RTD CONTROLLER GMT265
THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242108 **H301 DELPHI E & C KETTERING**
MR RTD CONTROLLER GMX222/272
THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 **H301 DELPHI E & C KETTERING**
MR RTD CONTROLLER GMX245
THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

NOTES:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number
550056740
Version
12-Sep-2007 09:28:10

Date Issued
28-Jun-2004

Item No.	Material No.	Plant
Description		

Notes/Continued

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance

DELPHI

Energy & Chassis Systems

Page 6 of 6

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 12-Sep-2007 09:28:10

Item No.	Material No.	Plant
Description		

Notes Continued

date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap
05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).
05/24/05 - Alteration to add Material 22228307 (Item 60). dmp
06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp
09/19/05 - Alteration to add Material 22235065 (Item 80). dmp
03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp
03/13/06 - Alteration to extend and change price and price validity of Requirements Contract on Material No 22235065 (Item 80). Alteration to change payment terms from Z23 (Due 2nd day of third month) to ZMN2 (Payment settled on the 2nd, 2nd month). Alteration to change price and price validity on Material Nos 22212835 (Item 10), 22228390 (Item 70). cap
01/16/07 - Alteration to delete Material Nos. 22212839 (Item 20), 22228389 (Item 50), and add 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw
09/11/07 - Alteration to delete Material 22212835 (Item 10), 22208456 (Item 30), 22222971 (Item 40), 22228307 (Item 60), 22228390 (Item 70), 22235065 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp
09/12/07 - Alteration to re-open Material 22212835 (Item 10), 22208456 (Item 30), 22222971 (Item 40), 22228307 (Item 60), 22228390 (Item 70), 22235065 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp

DELPHI

Energy & Chassis Systems

Page 1 of 5

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 09-Mar-2006 01:11:13 EST

*Please deliver to:**See Delivery Schedule*

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346

DUNS No: 197125875

Payment Terms: Z23

Currency: USD

Due 2nd day of the third month

Incoterms: FOB-Freight Collect

Item No.	Material No.	Plant
Description		

00030 22208456 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX222/272
Pass-By (DSO) GMX272 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212835 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX245

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	50,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,510.00	1,000	PC

Purchasing Contact: Thomas, Melvin
Phone: 810-257-0830
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 09-Mar-2006 01:11:13 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2006	31-Jul-2007	USD	40,190.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	38,590.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	37,040.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22212839 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	55,080.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,890.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22222971 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

Pass-By (DSO) GMX265 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	13-Jun-2005	USD	44,080.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22228389 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

Pass-By (DSO) GMX215 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	30-Jun-2006	USD	41,500.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	39,860.00	1,000	PC

DELPHI

Energy & Chassis Systems

Page 3 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 09-Mar-2006 01:11:13 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2007	30-Jun-2008	USD	38,260.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	36,710.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,040.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22235065 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Jul-2005	USD	56,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
09-Mar-2006 01:11:13 EST	

Item No.	Material No.	Plant
Description		

Notes Continued

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements . If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 09-Mar-2006 01:11:13 EST

Item No. Material No.
Description

Plant

Notes Continued:

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

DELPHI

Energy & Chassis Systems

Page 1 of 5

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number Date Issued
550059168 01-Sep-2004
Version
23-Mar-2006 01:07:19 EST

Please deliver to:*See Delivery Schedule*

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collec

Item No.	Material No.	Plant
	Description	

00030 22208456 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX222/272

Pass-By (DSO) GMX272 ECU
THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212835 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX245

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	50,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,510.00	1,000	PC

Purchasing Contact: Thomas, Melvin
Phone: 810-257-0830
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 23-Mar-2006 01:07:19 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2006	31-Jul-2007	USD	40,190.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	38,590.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	37,040.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22212839 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	55,080.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,890.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22222971 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMT265

THIS AMENDMENT CHANGES ITEM*

Pass-By (DSO) GMX265 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	13-Jun-2005	USD	44,080.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 HP01 DELPHI E & C PASS BY SALES

BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22228389 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX215

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	30-Jun-2006	USD	41,500.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	39,860.00	1,000	PC

DELPHI

Energy & Chassis Systems

Page 3 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 23-Mar-2006 01:07:19 EST

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2007	30-Jun-2008	USD	38,260.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	36,710.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,040.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22235065 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Jul-2005	USD	56,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM*

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 23-Mar-2006 01:07:19 EST

Item No.	Material No.	Plant
Description		

Notes Continued

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 23-Mar-2006 01:07:19 EST

Item No. Material No.
Description

Plant

Notes Continued:

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month.

Payment terms are MNS-2. lmw

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
 DELPHI ENERGY & CHASSIS DIV
 5820 DELPHI DR
 TROY MI 48098

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
 Version 11-Jan-2007 11:13:30

Please deliver to:*See Delivery Schedule*

SIEMENS VDO AUTOMOTIVE CORP
 2400 EXECUTIVE HILLS DR
 AUBURN HILLS MI 48326

Vendor No: 1004346
 DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Plant
Description		

00030 22208456 HP01 DELPHI E & C PASS BY SALES
 MR RTD CONTROLLER GMX222/272
 Pass-By (DSO) GMX272 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212835 HP01 DELPHI E & C PASS BY SALES
 MR RTD CONTROLLER GMX245

Purchasing Contact: Thompson, Jane
 Phone: 937-455-9120
 Fax: 937-455-9133

Contact Address:
 DELPHI ENERGY & CHASSIS SYSTEMS
 2000 FERRER DRIVE,
 KETTERING OH 45420

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 11-Jan-2007 11:13:30

Item No.	Material No.	Plant
	Description	

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	50,760.00	1,000	PC
01-Aug-2005	11-Jan-2007	USD	48,510.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22212839 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	55,080.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,890.00	1,000	PC
01-Aug-2006	11-Jan-2007	USD	44,570.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 222222971 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

*** ITEM DELETED ***

Pass-By (DSO) GMX265 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	13-Jun-2005	USD	44,080.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	11-Jan-2007	USD	53,550.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 222228307 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 222228389 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	30-Jun-2006	USD	41,500.00	1,000	PC
01-Jul-2006	11-Jan-2007	USD	39,860.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 222228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215



SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 11-Jan-2007 11:13:30

Item No. Material No.
Description

Plant

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22235065 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Jul-2005	USD	56,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	11-Jan-2007	USD	44,570.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22240521 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC

DELPHI

Energy & Chassis Systems

Page 4 of 7

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 11-Jan-2007 11:13:30

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900
*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242107 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265
*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22242108 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX222/272
*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX245
*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

DELPHI

Energy & Chassis Systems

Page 5 of 7

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 11-Jan-2007 11:13:30

Item No. Material No.
Description

Plant

Notes

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 11-Jan-2007 11:13:30

Item No.	Material No.	Plant
Description		

Notes Continued**Product**

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550059168 01-Sep-2004
Version
11-Jan-2007 11:13:30

Item No. Material No.
Description

Plant

Notes/Continued

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month.

Payment terms are MNS-2. lmw

12/14/06 - Alteration to add Material No. 22240521 (Item 110). jtw

01/11/07 - Alteration to delete Material Nos. 22212839 (Item 10), 22212835 (Item 20), 22228389 (Item 40), 22222971 (Item 50) and 22235065 (Item 70); and add Material Nos. 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

DELPHI

Energy & Chassis Systems

Page 1 of 5

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version
10-Sep-2007 13:28:47

Please deliver to:*See Delivery Schedule*

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No.	Plant
	Description	
00030	22208456 MR RTD CONTROLLER GMX222/272 Pass-By (DSO) GMX272 ECU ***THIS AMENDMENT DELETES ITEM***	HP01 DELPHI E & C PASS BY SALES
		Valid From Valid To Currency Price Price Unit UOM
	01-Dec-2004 13-Jun-2005 USD 45,710.00 1,000 PC	
	14-Jun-2005 31-Dec-2005 USD 59,630.00 1,000 PC	
	01-Jan-2006 30-Jun-2006 USD 57,750.00 1,000 PC	
	01-Jul-2006 30-Jun-2007 USD 55,960.00 1,000 PC	
	01-Jul-2007 09-Sep-2007 USD 53,950.00 1,000 PC	
This Requirement Contract is for 100% unless otherwise specified.		
00060	22228307 BI-STATE RTD CONTROLLER GMT900 ***THIS AMENDMENT DELETES ITEM***	HP01 DELPHI E & C PASS BY SALES

Purchasing Contact: Thompson, Jane
Phone: 937-455-9120
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FERRER DRIVE,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

Page 2 of 5

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 10-Sep-2007 13:28:47

Item No.	Material No.	Plant

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	53,880.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	46,870.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	51,700.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	56,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22240521 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	09-Sep-2007	USD	63,120.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT DELETES ITEM



SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 10-Sep-2007 13:28:47

Item No.	Material No.	Plant
Description		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	53,880.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242107 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265
THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	51,700.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22242108 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX222/272
THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	53,950.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX245
THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	46,870.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 10-Sep-2007 13:28:47

Item No. Material No.
Description

Plant

Notes Continued:

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number
550059168
Version
10-Sep-2007 13:28:47

Date Issued
01-Sep-2004

Item No.	Material No.	Plant
Description		

Notes/Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month.

Payment terms are MNS-2. 1mw

12/14/06 - Alteration to add Material No. 22240521 (Item 110). jtw

01/11/07 - Alteration to delete Material Nos. 22212839 (Item 10), 22212835 (Item 20), 22228389 (Item 40), 22222971 (Item 50) and 22235065 (Item 70); and add Material Nos. 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

09/10/07 - Alteration to delete Material 22208456 (Item 30), 22228307 (Item 60), 22228390 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22240521 (Item 110), 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp

DELPHI

Energy & Chassis Systems

Page 1 of 6

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
 DELPHI ENERGY & CHASSIS DIV
 5820 DELPHI DR
 TROY MI 48098

Requirements Contract

PO Number Date Issued
 550059168 01-Sep-2004
 Version
 12-Sep-2007 09:59:29

*Please deliver to:**See Delivery Schedule*

SIEMENS VDO AUTOMOTIVE CORPORATION
 2400 EXECUTIVE HILLS BLVD
 AUBURN HILLS MI 48326

Vendor No: 1004346
 DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Plant
Description		
00030	22208456 MR RTD CONTROLLER GMX222/272 Pass-By (DSO) GMX272 ECU ***THIS AMENDMENT RE-OPENS ITEM***	HP01 DELPHI E & C PASS BY SALES
Valid From	Valid To	Currency
01-Dec-2004	13-Jun-2005	USD
14-Jun-2005	31-Dec-2005	USD
01-Jan-2006	30-Jun-2006	USD
01-Jul-2006	30-Jun-2007	USD
01-Jul-2007	30-Jun-2008	USD
01-Jul-2008	31-Dec-2010	USD
		45,710.00
		59,630.00
		57,750.00
		55,960.00
		53,950.00
		52,000.00
		1,000
		1,000
		1,000
		1,000
		1,000
		1,000
		PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 HP01 DELPHI E & C PASS BY SALES
 BI-STATE RTD CONTROLLER GMT900

Purchasing Contact: Thompson, Jane
 Phone: 937-455-9120
 Fax: 937-455-9133

Contact Address:
 DELPHI ENERGY & CHASSIS SYSTEMS
 2000 FERRER DRIVE,
 KETTERING OH 45420

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550059168 01-Sep-2004
Version
12-Sep-2007 09:59:29

Item No.	Material No.	Plant
Description		

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22240521 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC



SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 12-Sep-2007 09:59:29

Item No.	Material No.	Plant
	Description	

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242107 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22242108 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX222/272

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX245

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

DELPHI

Energy & Chassis Systems

Page 4 of 6

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550059168 01-Sep-2004
Version
12-Sep-2007 09:59:29

Item No.	Material No.	Plant
Description		

Notes:

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

DELPHI

Energy & Chassis Systems

Page 5 of 6

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550059168 01-Sep-2004
Version
12-Sep-2007 09:59:29

Item No.	Material No.	Plant
Description		

Notes/Continued:

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month.

Payment terms are MNS-2. lmw

12/14/06 - Alteration to add Material No. 22240521 (Item 110). jtw

01/11/07 - Alteration to delete Material Nos. 22212839 (Item 10), 22212835 (Item 20), 22228389 (Item 40), 22222971 (Item 50) and 22235065 (Item 70); and add Material Nos. 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

DELPHI

Energy & Chassis Systems

Page 6 of 6

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number Date Issued
550059168 01-Sep-2004
Version
12-Sep-2007 09:59:29

Item No.	Material No.	Plant
Description		

Notes Continued

09/10/07 - Alteration to delete Material 22208456 (Item 30), 22228307 (Item 60), 22228390 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22240521 (Item 110), 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp

09/12/07 - Alteration to re-open Material 22208456 (Item 30), 22228307 (Item 60), 22228390 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22240521 (Item 110), 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp